

INC 61-10880

BUILDING RESTRICTIONS
FOR
OAK HILLS PARK SUBDIVISION

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

OAK HILLS PARK, INC., a Louisiana Corporation domiciled in East Baton Rouge Parish, Louisiana, represented herein by Walter R. Bankston, its President, duly authorized,

who after being sworn, did declare that it is the owner of certain lots bearing numbers 1 through 43, both inclusive, and being designated on the final plat of Oak Hills Park Subdivision, located in Section 37, T8S, R12E, Greensburg Land District of Louisiana, East Baton Rouge Parish, Louisiana, by Sam Dupree, C.E., dated Baton Rouge, Louisiana, September 9, 1974, a copy of which is attached hereto and made a part hereof, and which said plat is paraphrased "Ne Varietur" by me, Notary, for identification herewith.

Apparar further declares that it has established and does hereby establish certain building restrictions and conditions for the benefit of said property, to be binding upon and enforceable by the present and/or future owners of said lots, as follows:

1. All of the said lots, 1 through 43, are hereby designated as residential lots.
2. No building shall be erected, placed or altered, on any lot until the construction plans and specifications and a plan showing the location and type of the structure have been approved by the Architectural Control Committee as to quality of proposed workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line, unless approved in writing by the Architectural Control Committee.

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3. The minimum requirements for residential structures are set out as follows:
- (a) For single story residences, 2000 square feet of heated living area. The minimum requirements for the horizontal roof area shall be 2375 square feet.
 - (b) For two story or 1-1/2 story residences 2250 square feet total of heated living area with a minimum of 1500 square feet of heated living area on the ground floor. The minimum roof area shall be 1850 square feet.

The above set out living areas are exclusive of open porches and carports or garages. The above set out roof areas are inclusive of porches, carports and/or garages' roofs. No carport or garage shall be erected unless said carport or garage is constructed large enough to contain a minimum of two (2) Automobiles.

4. No building shall be located on any lot nearer to the front lot line than thirty (30') feet nor nearer to the side property line than ten (10') feet. Garages and carports may be attached to main dwelling but if so attached must not be nearer to the side property line than ten (10') feet. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building. A maximum building set back line of fifty feet (50') feet is hereby authorized. Detached garages and/or accessory buildings shall not be erected closer than five (5') feet to any side line or closer than ten feet (10') to rear of lot line.

No building shall be set back from the property line the same distance as a building on an adjoining lot. Each building must vary at least three feet (3') from the building adjoining it, unless approved by the Architectural Control Committee in writing.

5. Servitudes for installation and maintenance of utilities, drainage facilities, and sidewalks are reserved as shown on the recorded plat.
6. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; this shall not be interpreted to restrict a builder from erecting temporary warehouses and/or offices of any lot for the construction of houses on the same lots.
7. No sign of any kind shall be displayed to the public view on any lot, except one sign of no more than five (5') square feet advertising the property for sale or rent or customary signs used by a builder or real estate broker to advertise the property during the construction and sales period. However, the limitation shall not apply to the developer of the subdivision.
8. No oil drilling or development or refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently.
10. No building materials and no building equipment of any kind may be placed or stored on any other lot except in the actual course of construction of a residence or other building thereon. No vacant lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes.
11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then owners of a majority of the lots will have been recorded, agreeing to change said covenants in whole or in part.
12. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof and the latter shall remain in full force and effect.
13. No livestock, animals or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.
14. Exterior materials for structures, other than exteriors predominantly of masonry or masonry veneer, shall be subject to approval by the Architectural Control Committee.
15. An Architectural Control Committee composed of Walter R. Bankston, James F. Pierson, Jr., and C. R. Kleinpeter, Jr. are hereby authorized and appointed. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, after five (5) years from the date these restrictions are signed, the then owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the committee or restore to it any of its powers and duties.
16. The Committee's approval or disapproval required of these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction have been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

17. Only underground electric service, constructed and maintained in accordance with Standard Service Practices of the Utility Company will be available for the lots and no above surface electric wires shall be installed outside of any structures. All purchasers of lots understand and agree that underground electric service lines will extend through and under said lots in order to serve the residences thereon and said underground lines shall be subject to ingress and egress by the Utility Company, and said lot owners shall ascertain the location of said lines and keep the area over the route of lines free and clear of structures, trees or other obstructions. The Utility servitude area dedicated and shown on the recorded map of said subdivision may be cleared and kept clear by any Utility Company of any trees, bushes, and other growth, including any overhanging branches of trees, or protrusions of structures located on adjacent property.
18. These covenants prohibit the resubdivision of lots from any dimensions other than those shown on the official recorded plat, however, this does not prohibit the use of more than one lot for one residence.
19. No garage apartments are to be erected or to be used as a residence, except as a residence for domestic servants to the occupants of the main residential premises.

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana,

417 in the presence of the undersigned competent witnesses, this 9 day of September, 1974.

WITNESSES:

OAK HILLS PARK, INC.

Halvyn Beiler
Halvyn Beiler

BY: *Walter R. Barkston*
Walter R. Barkston, President

Brenda Lofton
Brenda Lofton

James F. Pierson, Jr.
JAMES F. PIERSON, JR., NOTARY PUBLIC

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